

# EXHIBIT 1

## **Master Advertiser Listing Agreement**

This Master Advertiser Listing Agreement (this "Agreement") is entered into on this \_\_\_\_ day of \_\_\_\_, 2016 (the "Effective Date") by and between Felix Calls, LLC., a Delaware corporation ("Felix", "us" or "we"), and \_\_\_\_\_, a \_\_\_\_\_ (the "Client" or "you"). Felix and Client are hereinafter referred to individually as a "Party" and collectively as the "Parties". This Agreement governs in entirety the relationship between Felix and the Client in connection with the Felix Calls™ Service (the "Service").

### **1. Description of the Service**

**1.1 Directory of Service Providers; User Searches.** Through the business directory web sites of Felix, its affiliated companies and/or its online partners (each, a "Web Site"), individuals ("Users") identify themselves as interested in finding a service provider that provides services relevant to a particular business vertical (each, a "Service Provider") within or near a certain zip code or other geographic area. The User is provided search results consisting of participating Service Providers that are listed in such Web Site's directory of Service Providers (the "Directory") that are in or near the User's selected zip code or other geographic area.

**1.2 The User Contacts the Client.** Contained in the search results displayed in response to each User request will be a phone number owned by Felix, which will be assigned to the corresponding Service Provider listing, which may be the Client. If the User chooses to contact the Client by phone, we will re-direct the phone call through our proprietary system to the phone number you have provided to us during the Service registration process.

**1.3 Recording of Calls.** As part of our service, we offer the ability to audio record on your behalf the inbound phone calls of Users contacting the Client through the phone number associated with the Client's listing. The Client hereby consents to our audio recording of all calls routed to the Client through the Service. The Client agrees to our notification of each User that a phone call placed to the Client through the Service is being recorded. Phone calls placed to the Client will be saved in your online account (the "Dashboard") for your review. Felix may remove call recordings older than 60 days from your account as needed.

**1.4 Reporting.** Felix will provide an online account where the Client can login to review certain details relating to the Client's Service activity, including listening to archived phone call recordings.

### **2. Your Obligations**

**2.1 Provide Up-To-Date Contact Methods.** Client agrees to provide Felix with an up-to-date, working phone number to which we may route User inquiries. Client agrees to staff sales and customer service representatives to answer all User calls placed to Client's phone number as they arrive.

**2.2 Listings.** Each Service Provider participating in the Service is able to customize its own listing with items such as logos, photos, and descriptions of its services, facilities and personnel. All Service Providers shall be entitled and enabled with the same customization capabilities. Client shall make reasonable efforts to ensure that all content provided for display within Client's Web Site listing(s) is accurate, up-to-date and not misleading, and complies with all applicable laws and regulations (including, but not limited to, any applicable laws and regulations governing advertising that are applicable to Client's business). Client understands that any contact information, including, but not limited to, phone numbers, URLs, or email addresses is not permitted in their profile, except where otherwise indicated. Felix reserves the right to syndicate the content of Client's listing to partner websites. Felix does not undertake any obligation to screen or otherwise determine whether or not content provided by Client complies with applicable law and regulations. However, Felix reserves the right not to display any content it determines to be inappropriate or offensive. Felix also reserves the right to edit any content that does not comply with these requirements after providing written Notice of the intended edit and providing Client with an opportunity to object to or revise the edits.

**2.3 Relationship with Users.** Client is solely responsible for all aspects of Client's relationship with Users. Felix makes no representation as to the number of Users who will contact you through the Service.

**2.4 Review of Inbox.** Client will review its online Dashboard at least once every thirty (30) days. In the event that you have any questions or believe that there are any discrepancies in your Inbox, you will notify us within thirty-five (35) days of the questionable call. If there is a dispute between you and us regarding what you are charged for, both you and we will cooperate in good faith to resolve the dispute.

**2.5 Privacy.** Client is responsible for protecting the privacy of User Data it receives from a User. Felix is responsible for protecting the privacy of User Data prior to submitting a User's call to Client. Both parties agree not to disclose any personal information or data obtained through the Service regarding any User (the "User Data") to any third party for any reason whatsoever without the prior consent of the User, unless revealing the User Data is necessary to comply with applicable law or regulation.

**2.6 Licensing and Accreditation; Compliance with Industry Standards and Law.** Client agrees to maintain all applicable industry accreditations and all necessary federal, state and local government licenses required to operate as a listed Service Provider in the state(s) in which Client is/are located. Client agrees to maintain and operate as a listed Service Provider in accordance with generally accepted industry standards, and in accordance with all applicable laws and regulations.

### **3. Payment**

You agree to pay Felix all undisputed fees for the Service ("the Fees") in accordance with the terms attached hereto as Exhibit A (the "Payment Terms"). Felix will bill you for the Fees at the end of every monthly anniversary from the original signup date, unless otherwise stated in a separate amendment to this Master Listing Agreement. The Fees are exclusive of any sales or other taxes (exclusive of taxes on Felix's income). Payment for all undisputed Fees will be made within thirty (30) days of receipt of an invoice (Net30). Any and all late payments (excluding any disputed amounts) shall accrue interest at the rate of one and one half percent (1.5%) per month (or the highest rate permitted by law, whichever is less). In addition, you are responsible for paying any reasonable expenses and attorneys fees that we incur in connection with collecting late amounts.

### **4. License**

Client hereby grants Felix a non-exclusive, worldwide, paid-up, royalty-free, transferable (in the event of a sale or other change of control of Felix's business) right and license to use Client's service marks on any of our websites or other marketing materials to indicate your participation in the Service. We may sublicense this right to any of our affiliates and online partners who are directly involved in providing the Services to Client who, at a minimum, meet at least the same standards for security and responsibility for User Data. Felix expressly agrees it shall be and remain fully responsible and liable to Client for any action or inaction of any such affiliate or online partner. This license will terminate in the event this Agreement is terminated pursuant to Section 5, in which we will remove your marks from our websites and marketing materials within a commercially reasonable period of time, but in no event longer than thirty (30) days following said termination or expiration.

### **5. Term and Termination**

**5.1 Term.** This Agreement is effective as of the date you register for the Service and shall remain in full force and effect until terminated by either Party. Either Party may terminate this Agreement for convenience with thirty (30) days advance written notice.

**5.2 Effect of Termination; Survival.** Upon any termination of this Agreement: (i) Client will be

responsible for all undisputed Fees incurred through the date of termination, as well as for any undisputed outstanding balances and (ii) the Directory will cease listing you as a participating Service Provider. In addition, the following provisions shall survive any termination of this Agreement: this Section 5.2 ("Effect of Termination; Survival"), Section 6 ("Disclaimer and Limitation of Liability"), Section 7 ("Indemnification"), Section 8 ("Representations and Warranties") and Section 9 ("General Provisions").

#### **6. Disclaimer and Limitation of Liability.**

THE SERVICE AND ANY OTHER SERVICES PROVIDED BY FELIX IN CONNECTION WITH THIS AGREEMENT ARE SUPPLIED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE FULLEST EXTENT UNDER APPLICABLE LAW, FELIX MAKES NO, AND DISCLAIMS ALL, WARRANTIES (INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT), GUARANTEES, AND REPRESENTATIONS, WHETHER EXPRESS, IMPLIED, ORAL OR OTHERWISE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, FELIX DOES NOT WARRANT OR GUARANTY THE NUMBER OF USER INQUIRIES, APPOINTMENTS, RESPONSE RATES AND/OR PLACEMENT RATES. FELIX AND OTHER WEBSITES, DATABASES AND/OR PROGRAMS MAY CONTAIN BUGS, ERRORS, PROBLEMS AND/OR OTHER LIMITATIONS. FELIX HAS NO LIABILITY, WHATSOEVER, TO YOU OR ANY THIRD PARTY, FOR ANY PARTY'S USE OF, OR INABILITY TO USE, FELIX WEBSITES, DATABASES AND/OR PROGRAMS. FELIX DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS AND IMPLIED, THAT ANY PARTY'S USE OF FELIX'S WEBSITE, DATABASES AND/OR PROGRAMS WILL BE UNINTERRUPTED OR ERROR-FREE. FELIX MAKES NO GUARANTEES, AND ACCEPTS NO LIABILITY FOR, THE NUMBER OR CHARACTERISTICS OF LEADS THE DIRECTORY WILL MAKE TO YOUR BUSINESS. IN NO EVENT SHALL FELIX OR ANY OF THE OTHER FELIX INDEMNIFIED PARTIES (AS DEFINED BELOW) BE RESPONSIBLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES ARISING FROM OR RELATING TO THIS AGREEMENT OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, LOST REVENUE OR PROFITS, EVEN IF FELIX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FELIX WILL NOT BE LIABLE, OR CONSIDERED IN BREACH OF THE AGREEMENT, ON ACCOUNT OF A DELAY OR FAILURE TO PERFORM UNDER THE AGREEMENT, AS A RESULT OF CAUSES OR CONDITIONS THAT ARE BEYOND FELIX'S CONTROL. IN ADDITION, AND NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, THE AGGREGATE LIABILITY OF FELIX AND OTHER FELIX INDEMNIFIED PARTIES UNDER ANY CAUSE OF ACTION ARISING FROM OR IN CONNECTION WITH THIS AGREEMENT OR OTHERWISE SHALL BE LIMITED TO THE FEES PAID (OR PROJECTED TO BE PAID IN THE EVENT THERE HAS BEEN LESS THAN A YEAR OF BILLING) TO FELIX BY YOU PURSUANT TO THE AGREEMENT OVER TWELVE (12) MONTHS PRIOR TO THE DATE THE CAUSE OF ACTION AROSE.

#### **7. Indemnification**

Client will defend, indemnify, and hold harmless, Felix and each of its officers, directors, members, managers, employees, (collectively, "Felix Indemnified Parties") from and against any and all claims, actions, losses, liability, damages, fines, costs, and expenses (including reasonable attorney's fees and expenses) (collectively, "Damages"), if and to the extent such Damages arise from or are related to: (a) any breach of the Agreement by Client (including, but not limited to, any representations and warranties made herein); (b) any violation of any law or regulation arising from or in connection with Client's participation in the Service; (c) any allegation that Client has infringed upon the trademark, trade name, service mark, copyright, license, intellectual property or other proprietary right of any third party; (d) any claim by any User related to Client or Client's services; and (e) any User dispute with Client, any injury suffered by a User at Client's place of business or any other User-related issue.

Felix will defend, indemnify, and hold harmless, Client and each of its respective officers, directors, members, managers, employees, (collectively, "Client Indemnified Parties") from and against any and all Damages, if and to the extent such Damages arise from or are related to: (a) any breach of the Agreement by Felix or its affiliates or sublicensees (including, but not limited to, any representations and warranties made herein); (b) any violation of any law or regulation arising from or in connection with Felix's participation in the Service; (c) any allegation that Felix has infringed upon the trademark, trade name, service mark, copyright, license, intellectual property or other proprietary right of any third party; (d) any claim by any User related to Felix or its Services; and (e) any User dispute with Felix, any injury suffered by a User at Felix's place of business or any other User-related issue.

## **8. Representations and Warranties**

Each Party represents, warrants, and covenants to the other Party that at all times during the term of this Agreement:

**8.1** it has the full power and authority to enter into this Agreement, and to perform its obligations under this Agreement;

**8.2** the execution, delivery and performance of this Agreement by it will not conflict with or violate: (a) any provision of law, rule or regulation to which it is subject; (b) any order, judgment or decree applicable to it; (c) any provision of its organizational documents; or (d) any agreement or other instrument applicable to it; and

**8.3** it will comply with all applicable federal, state and local laws, rules, regulations, court orders, judgments and decrees.

## **9. General Provisions**

**9.1 Confidentiality.** Client may not disclose the terms or conditions of this Agreement or the amount of the Fees to any third party, except to its professional advisors under a strict duty of confidentiality or as necessary to comply with applicable laws or regulations. Felix may not disclose anything related to the business of Client to any third party other than a User or as necessary to comply with applicable laws or regulations.

**9.2 Notices.** All notices to Felix shall be sent to Felix, Inc. at 232 West 44th Street, Suite 600, New York, NY 10036, attention Legal. Any notices to Client shall be sent via an email to the email address specified in Client's Dashboard or by posting a message to Client's Dashboard..

**9.3 Policies.** Client's participation in the Service shall be subject to all applicable Felix policies including, without limitation, the Privacy Policies posted on any Web Site on which Client listings are published, and any applicable Web Site specification requirements (collectively, "Policies"). The Policies may be modified by Felix at any time by providing Notice to Client pursuant to section 9.2. Should Client object to any of the Policies, Client may discontinue its use of the Service and terminate this Agreement in accordance with Section 5.2.

**9.4 Force Majeure.** In the event that either Party is prevented from performing, or is unable to perform, any of its obligations under this Agreement (other than any obligation to make payments) due to any cause beyond the reasonable control of the Party invoking this provision, the affected Party's performance shall be excused and the time for performance shall be extended for the period of delay or inability to perform due to such occurrence.

**9.5 Waiver.** The waiver by either Party of a breach or a default of any provision of this Agreement by the other Party shall not be construed as a waiver of any succeeding breach of the same or any other provision, nor shall any delay or omission on the part of either Party to exercise or avail itself of any right, power or privilege that it has, or may have hereunder, operate as a waiver of any right, power or privilege by such Party.

**9.6 No Agency; Independent Contractors.** Nothing contained in this Agreement shall be deemed to imply or constitute either Party as the agent or representative of the other Parties, or both Parties as joint ventures or partners for any purpose. Felix and Client are independent contractors.

**9.7 Governing Law and Forum.** This Agreement, and any disputes arising directly or indirectly from this Agreement, shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its choice of law provisions. Each of the Parties hereby irrevocably consents and submits to the exclusive jurisdiction of the state and federal courts located in Dover, Delaware for any such disputes, and hereby irrevocably waives any objections to the laying of venue in such courts.

**9.8 Entire Agreement; Amendment.** This Agreement (including the Payment Terms) constitutes the entire agreement between the Parties with regard to the subject matter hereof. We may modify the terms of this Agreement at any time upon notice to you (which notice may be provided by email, by posting on your Dashboard and/or by other means), and your use of the Service after notice that the terms of this Agreement have changed constitutes your acceptance of the new terms.

**9.9 Headings.** Captions and headings contained in this Agreement have been included for ease of reference and convenience and shall not be considered in interpreting or construing this Agreement

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed on its behalf by its duly authorized representative.

**FELIX Calls, LLC.**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Exhibit A  
Payment Terms

Fees - For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Client shall pay Felix the following fees for each Billable Call (defined below), generated pursuant to the terms of the Master Listing Agreement:

Industry	Fee Per Billable Call

**Billable Call** - For purposes herein a billable call (“Billable Call”) shall mean a call generated pursuant to the terms of this Master Listing Agreement utilizing the Felix tracking system and is deemed to be a Billable Call pursuant to Felix’s tracking system. Felix’s tracking system marks calls from prospective customers calling in reference to industry related goods or services as Billable Calls. All fees for Billable Calls shall be based on Felix’s reporting absent a good faith dispute raised by Client. Felix shall provide Client with daily reporting detailing all Billable Calls. Duration and de-duplication periods are negotiated as well for each campaign.

**9.6 No Agency; Independent Contractors.** Nothing contained in this Agreement shall be deemed to imply or constitute either Party as the agent or representative of the other Parties, or both Parties as joint ventures or partners for any purpose. Felix and Client are independent contractors.

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FELIX Calls, LLC

By: [Signature]  
Print Name: Jill Lebert  
Title: General Manager

Sears Holdings CO

By: [Signature]  
Print Name: Kendra Knapp  
Title: Marketing program manager



Fill in this information to identify the case (Select only one Debtor per claim form):			
<input checked="" type="checkbox"/> Sears Holdings Corporation (18-23538)	<input type="checkbox"/> MaxServ, Inc. (18-23550)	<input type="checkbox"/> Wally Labs LLC (18-23563)	<input type="checkbox"/> Kmart of Michigan, Inc. (18-23576)
<input type="checkbox"/> Sears, Roebuck and Co. (18-23537)	<input type="checkbox"/> Private Brands, Ltd. (18-23551)	<input type="checkbox"/> Big Beaver of Florida Development, LLC (18-23564)	<input type="checkbox"/> SHC Desert Springs, LLC (18-23577)
<input type="checkbox"/> Kmart Holding Corporation (18-23539)	<input type="checkbox"/> Sears Development Co. (18-23552)	<input type="checkbox"/> California Builder Appliances, Inc. (18-23565)	<input type="checkbox"/> SOE, Inc. (18-23578)
<input type="checkbox"/> Kmart Operations LLC (18-23540)	<input type="checkbox"/> Sears Holdings Management Corporation (18-23553)	<input type="checkbox"/> Florida Builder Appliances, Inc. (18-23566)	<input type="checkbox"/> StarWest, LLC (18-23579)
<input type="checkbox"/> Sears Operations LLC (18-23541)	<input type="checkbox"/> Sears Home & Business Franchises, Inc. (18-23554)	<input type="checkbox"/> KBL Holding Inc. (18-23567)	<input type="checkbox"/> STI Merchandising, Inc. (18-23580)
<input type="checkbox"/> ServiceLive, Inc. (18-23542)	<input type="checkbox"/> Sears Home Improvement Products, Inc. (18-23555)	<input type="checkbox"/> KLC, Inc. (18-23568)	<input type="checkbox"/> Troy Coolidge No. 13, LLC (18-23581)
<input type="checkbox"/> A&E Factory Service, LLC (18-23543)	<input type="checkbox"/> Sears Insurance Services, L.L.C. (18-23556)	<input type="checkbox"/> Sears Protection Company (Florida), L.L.C. (18-23569)	<input type="checkbox"/> BlueLight.com, Inc. (18-23582)
<input type="checkbox"/> A&E Home Delivery, LLC (18-23544)	<input type="checkbox"/> Sears Procurement Services, Inc. (18-23557)	<input type="checkbox"/> Kmart of Washington LLC (18-23570)	<input type="checkbox"/> Sears Brands, L.L.C. (18-23583)
<input type="checkbox"/> A&E Lawn & Garden, LLC (18-23545)	<input type="checkbox"/> Sears Protection Company (18-23558)	<input type="checkbox"/> Kmart Stores of Illinois LLC (18-23571)	<input type="checkbox"/> Sears Buying Services, Inc. (18-23584)
<input type="checkbox"/> A&E Signature Service, LLC (18-23546)	<input type="checkbox"/> Sears Protection Company (PR) Inc. (18-23559)	<input type="checkbox"/> Kmart Stores of Texas LLC (18-23572)	<input type="checkbox"/> Kmart.com LLC (18-23585)
<input type="checkbox"/> FBA Holdings Inc. (18-23547)	<input type="checkbox"/> Sears Roebuck Acceptance Corp. (18-23560)	<input type="checkbox"/> MyGofer LLC (18-23573)	<input type="checkbox"/> Sears Brands Management Corporation (18-23586)
<input type="checkbox"/> Innovel Solutions, Inc. (18-23548)	<input type="checkbox"/> Sears, Roebuck de Puerto Rico, Inc. (18-23561)	<input type="checkbox"/> Sears Brands Business Unit Corporation (18-23574)	
<input type="checkbox"/> Kmart Corporation (18-23549)	<input type="checkbox"/> SYW Relay LLC (18-23562)	<input type="checkbox"/> Sears Holdings Publishing Company, LLC (18-23575)	

## Modified Official Form 410

### Proof of Claim

04/16

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense, other than a claim entitled to administrative priority pursuant to 11 U.S.C. § 503(b)(9). Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

#### Part 1: Identify the Claim

1. Who is the current creditor?	<b>Felix Calls, LLC</b> Name of the current creditor (the person or entity to be paid for this claim)  Other names the creditor used with the debtor _____		
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____		
3. Where should notices and payments to the creditor be sent?	<b>Where should notices to the creditor be sent?</b>  <b>Jill Labert</b> <b>General Manager</b> <b>Felix Calls LLC</b> <b>158 West 27th Street</b> <b>4th Floor</b> <b>New York, NY 10065</b>  Contact phone <u>212-813-3475</u> Contact email <u>Jill@getfelix.com</u>	<b>Where should payments to the creditor be sent? (if different)</b>  Contact phone _____ Contact email _____	
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY		
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____		

**Part 2: Give Information About the Claim as of the Date the Case Was Filed**

6. Do you have any number you use to identify the debtor? ☒ No  
☐ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: \_\_\_\_\_

7. How much is the claim? \$ 98,330.00 Does this amount include interest or other charges?  
☒ No  
☐ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.  
Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).  
Limit disclosing information that is entitled to privacy, such as health care information.

provide leads for homeowners looking for home repair providers

9. Is all or part of the claim secured? ☒ No  
☐ Yes. The claim is secured by a lien on property.

**Nature of property:**

☐ Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.

☐ Motor vehicle

☐ Other. Describe: \_\_\_\_\_

**Basis for perfection:** \_\_\_\_\_

Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)

**Value of property:** \$ \_\_\_\_\_

**Amount of the claim that is secured:** \$ \_\_\_\_\_

**Amount of the claim that is unsecured:** \$ \_\_\_\_\_ (The sum of the secured and unsecured amounts should match the amount in line 7.)

**Amount necessary to cure any default as of the date of the petition:** \$ \_\_\_\_\_

**Annual Interest Rate** (when case was filed) \_\_\_\_\_ %

☐ Fixed

☐ Variable

10. Is this claim based on a lease? ☒ No  
☐ Yes. Amount necessary to cure any default as of the date of the petition. \$ \_\_\_\_\_

11. Is this claim subject to a right of setoff? ☒ No  
☐ Yes. Identify the property: \_\_\_\_\_

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)? ☒ No ☐ Yes. Check one:

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

	Amount entitled to priority
<input type="checkbox"/> Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).	\$ _____
<input type="checkbox"/> Up to \$2,850* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).	\$ _____
<input type="checkbox"/> Wages, salaries, or commissions (up to \$12,850*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).	\$ _____
<input type="checkbox"/> Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).	\$ _____
<input type="checkbox"/> Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).	\$ _____
<input type="checkbox"/> Other. Specify subsection of 11 U.S.C. § 507(a)( ) that applies.	\$ _____

\* Amounts are subject to adjustment on 4/01/19 and every 3 years after that for cases begun on or after the date of adjustment.

13. Is all or part of the claim entitled to administrative priority pursuant to 11 U.S.C. § 503(b)(9)? ☒ No ☐ Yes. Indicate the amount of your claim arising from the value of any goods received by the Debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim. \$ \_\_\_\_\_

**Part 3: Sign Below**

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

- ☐ I am the creditor.  
☒ I am the creditor's attorney or authorized agent.  
☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.  
☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 10/26/2018 (mm/dd/yyyy)

Signature

**Print the name of the person who is completing and signing this claim:**

**Name of the person who is completing and signing this claim:**

Name Jill Lambert  
First name Middle name Last name

Title General Manager

Company \_\_\_\_\_  
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address \_\_\_\_\_  
Number Street

City \_\_\_\_\_ State \_\_\_\_\_ ZIP Code \_\_\_\_\_

Contact phone 212-813-3475 Email Jill@getfelix.com



**BILL TO:**  
Eric Wood  
c/o A&E Factory Repair  
12402 NE Marx St  
Portland, OR 97230

Powered By Felix

**REMIT PAYMENT TO:**  
Felix Calls  
c/o HomeAdvisor  
14023 Dever West Parkway  
Golden CO, 80401  
Attn: Accounts Receivable

**Date** 10/24/2018  
**Payment Due** On Receipt

Date	Description	Billed Calls	Price	Total
August 2018 Invoice 4863497	Qualified Calls-Aug. 1st to 31st	5627	\$10.00 \$	56,270.00
September Invoice 4882918	Qualified Calls-Sept. 1st to 30th	3038	\$10.00 \$	30,380.00
October Invoice- Pending	Qualified Calls- Oct. 1st to 14th	1168	\$10.00 \$	11,680.00
		360	\$	98,330.00

Thank you! Please contact us if you have any questions by e-mailing us at support@getfelix.com or by calling us at 1-800-RX-FELIX.

**New Charges:** \$ 98,330.00

**NEW AMOUNT DUE** \$ 98,330.00



Felix/ApplianceAppointment.com  
c/o HomeAdvisor  
14023 Denver West Parkway  
Golden CO 80401  
Attn: Accounts Receivable

**Bill To**

Eric Wood  
c/o A&E Factory Repair  
12402 NE Marx St  
Portland, OR 97230

**Invoice #**

4882918

**PO #**

**Date**

09/30/2018

**Payment Due**

On Receipt

Thank you! Please contact us if you have any questions by  
e-mailing us at [support@applianceappointment.com](mailto:support@applianceappointment.com) or by  
calling us at 1-888-321-6002.

Prior Month Balance	\$56,270.00
Net Payments Received/Thank You!	\$0.00
Credits/Adjustments	\$0.00
Outstanding Balance	\$56,270.00
New Charges	\$30,380.00

<b>Balance Due</b>	<b>\$86,650.00</b>
--------------------	--------------------

▼ Detach and return payment slip with your check or credit card information.



Payment Due:

On Receipt

**Amount Due**

\$86,650.00

**Amount Paid**

☐ I am paying by check (payable to  
ApplianceAppointment.com).

☐ I am paying by Credit Card.

Felix/ApplianceAppointment.com  
c/o HomeAdvisor  
14023 Denver West Parkway  
Golden CO 80401  
Attn: Accounts Receivable



Card Number: \_\_\_\_\_

Exp Date: \_\_\_\_\_

Name on Card: \_\_\_\_\_

Signed: \_\_\_\_\_



Powered by Felix

\*billed as FLX\*FELIX CALLS on your  
credit card statement

**Invoice #**

4882918

**Date**

09/30/2018

Date	Description	Qty	Rate	Total
09/30/2018	Qualified Calls	3038	\$10.00	\$30,380.00
09/30/2018	Monthly Maintenance Fee - WAIVED	1	\$0.00	\$0.00

**Outstanding Balance** \$56,270.00

**New Charges** \$30,380.00

**Balance Due** \$86,650.00



Felix/ApplianceAppointment.com  
c/o HomeAdvisor  
14023 Denver West Parkway  
Golden CO 80401  
Attn: Accounts Receivable

**Bill To**

Eric Wood  
c/o A&E Factory Repair  
12402 NE Marx St  
Portland, OR 97230

**Invoice #**

4863497

**PO #**

**Date**

08/31/2018

**Payment Due**

On Receipt

Thank you! Please contact us if you have any questions by  
e-mailing us at [support@applianceappointment.com](mailto:support@applianceappointment.com) or by  
calling us at 1-888-321-6002.

Prior Month Balance	\$0.00
Net Payments Received/Thank You!	\$0.00
Credits/Adjustments	\$0.00
Outstanding Balance	\$0.00
New Charges	\$56,270.00

<b>Balance Due</b>	<b>\$56,270.00</b>
--------------------	--------------------

▼ Detach and return payment slip with your check or credit card information.



Payment Due:

On Receipt

**Amount Due**

\$56,270.00

**Amount Paid**

☐ I am paying by check (payable to  
ApplianceAppointment.com).

☐ I am paying by Credit Card.

Felix/ApplianceAppointment.com  
c/o HomeAdvisor  
14023 Denver West Parkway  
Golden CO 80401  
Attn: Accounts Receivable



Card Number: \_\_\_\_\_

Exp Date: \_\_\_\_\_

Name on Card: \_\_\_\_\_

Signed: \_\_\_\_\_



Powered by Felix

\*billed as FLX\*FELIX CALLS on your  
credit card statement

**Invoice #**

4863497

**Date**

08/31/2018

Date	Description	Qty	Rate	Total
08/31/2018	Qualified Calls	5627	\$10.00	\$56,270.00
08/31/2018	Monthly Maintenance Fee	1	\$0.00	\$0.00

**Outstanding Balance** \$0.00

**New Charges** \$56,270.00

**Balance Due** \$56,270.00



Fill in this information to identify the case (Select only one Debtor per claim form):			
<input checked="" type="checkbox"/> Sears Holdings Corporation (18-23538)	<input type="checkbox"/> MaxServ, Inc. (18-23550)	<input type="checkbox"/> Wally Labs LLC (18-23563)	<input type="checkbox"/> Kmart of Michigan, Inc. (18-23576)
<input type="checkbox"/> Sears, Roebuck and Co. (18-23537)	<input type="checkbox"/> Private Brands, Ltd. (18-23551)	<input type="checkbox"/> Big Beaver of Florida Development, LLC (18-23564)	<input type="checkbox"/> SHC Desert Springs, LLC (18-23577)
<input type="checkbox"/> Kmart Holding Corporation (18-23539)	<input type="checkbox"/> Sears Development Co. (18-23552)	<input type="checkbox"/> California Builder Appliances, Inc. (18-23565)	<input type="checkbox"/> SOE, Inc. (18-23578)
<input type="checkbox"/> Kmart Operations LLC (18-23540)	<input type="checkbox"/> Sears Holdings Management Corporation (18-23553)	<input type="checkbox"/> Florida Builder Appliances, Inc. (18-23566)	<input type="checkbox"/> StarWest, LLC (18-23579)
<input type="checkbox"/> Sears Operations LLC (18-23541)	<input type="checkbox"/> Sears Home & Business Franchises, Inc. (18-23554)	<input type="checkbox"/> KBL Holding Inc. (18-23567)	<input type="checkbox"/> STI Merchandising, Inc. (18-23580)
<input type="checkbox"/> ServiceLive, Inc. (18-23542)	<input type="checkbox"/> Sears Home Improvement Products, Inc. (18-23555)	<input type="checkbox"/> KLC, Inc. (18-23568)	<input type="checkbox"/> Troy Coolidge No. 13, LLC (18-23581)
<input type="checkbox"/> A&E Factory Service, LLC (18-23543)	<input type="checkbox"/> Sears Insurance Services, L.L.C. (18-23556)	<input type="checkbox"/> Sears Protection Company (Florida), L.L.C. (18-23569)	<input type="checkbox"/> BlueLight.com, Inc. (18-23582)
<input type="checkbox"/> A&E Home Delivery, LLC (18-23544)	<input type="checkbox"/> Sears Procurement Services, Inc. (18-23557)	<input type="checkbox"/> Kmart of Washington LLC (18-23570)	<input type="checkbox"/> Sears Brands, L.L.C. (18-23583)
<input type="checkbox"/> A&E Lawn & Garden, LLC (18-23545)	<input type="checkbox"/> Sears Protection Company (18-23558)	<input type="checkbox"/> Kmart Stores of Illinois LLC (18-23571)	<input type="checkbox"/> Sears Buying Services, Inc. (18-23584)
<input type="checkbox"/> A&E Signature Service, LLC (18-23546)	<input type="checkbox"/> Sears Protection Company (PR) Inc. (18-23559)	<input type="checkbox"/> Kmart Stores of Texas LLC (18-23572)	<input type="checkbox"/> Kmart.com LLC (18-23585)
<input type="checkbox"/> FBA Holdings Inc. (18-23547)	<input type="checkbox"/> Sears Roebuck Acceptance Corp. (18-23560)	<input type="checkbox"/> MyGofer LLC (18-23573)	<input type="checkbox"/> Sears Brands Management Corporation (18-23586)
<input type="checkbox"/> Innovel Solutions, Inc. (18-23548)	<input type="checkbox"/> Sears, Roebuck de Puerto Rico, Inc. (18-23561)	<input type="checkbox"/> Sears Brands Business Unit Corporation (18-23574)	
<input type="checkbox"/> Kmart Corporation (18-23549)	<input type="checkbox"/> SYW Relay LLC (18-23562)	<input type="checkbox"/> Sears Holdings Publishing Company, LLC (18-23575)	

## Modified Official Form 410

### Proof of Claim

04/16

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense, other than a claim entitled to administrative priority pursuant to 11 U.S.C. § 503(b)(9). Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

#### Part 1: Identify the Claim

1. Who is the current creditor?	<b>Felix Calls, LLC</b> Name of the current creditor (the person or entity to be paid for this claim)  Other names the creditor used with the debtor _____	
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
3. Where should notices and payments to the creditor be sent?	<b>Where should notices to the creditor be sent?</b>  <b>Jill Labert</b> <b>General Manager</b> <b>Felix Calls LLC</b> <b>158 West 27th Street</b> <b>4th Floor</b> <b>New York, NY 10065</b>  Contact phone <u>212-813-3475</u> Contact email <u>Jill@getfelix.com</u>	<b>Where should payments to the creditor be sent? (if different)</b>  Contact phone _____ Contact email _____
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY	
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____	

**Part 2: Give Information About the Claim as of the Date the Case Was Filed**

6. Do you have any number you use to identify the debtor?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: _____
7. How much is the claim? \$ 24,670.00	Does this amount include interest or other charges? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).
8. What is the basis of the claim?	Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c). Limit disclosing information that is entitled to privacy, such as health care information.  provide leads for homeowners looking for home repair providers
9. Is all or part of the claim secured?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. The claim is secured by a lien on property.  <b>Nature of property:</b> <input type="checkbox"/> Real estate. If the claim is secured by the debtor's principal residence, file a <i>Mortgage Proof of Claim Attachment</i> (Official Form 410-A) with this <i>Proof of Claim</i> . <input type="checkbox"/> Motor vehicle <input type="checkbox"/> Other. Describe: _____  <b>Basis for perfection:</b> _____ Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)  <b>Value of property:</b> \$ _____  <b>Amount of the claim that is secured:</b> \$ _____  <b>Amount of the claim that is unsecured:</b> \$ _____ (The sum of the secured and unsecured amounts should match the amount in line 7.)  <b>Amount necessary to cure any default as of the date of the petition:</b> \$ _____  <b>Annual Interest Rate</b> (when case was filed) _____ % <input type="checkbox"/> Fixed <input type="checkbox"/> Variable
10. Is this claim based on a lease?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Amount necessary to cure any default as of the date of the petition. \$ _____
11. Is this claim subject to a right of setoff?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Identify the property: _____

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)? ☒ No ☐ Yes. Check one:

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

	Amount entitled to priority
<input type="checkbox"/> Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).	\$ _____
<input type="checkbox"/> Up to \$2,850* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).	\$ _____
<input type="checkbox"/> Wages, salaries, or commissions (up to \$12,850*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).	\$ _____
<input type="checkbox"/> Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).	\$ _____
<input type="checkbox"/> Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).	\$ _____
<input type="checkbox"/> Other. Specify subsection of 11 U.S.C. § 507(a)( ) that applies.	\$ _____

\* Amounts are subject to adjustment on 4/01/19 and every 3 years after that for cases begun on or after the date of adjustment.

13. Is all or part of the claim entitled to administrative priority pursuant to 11 U.S.C. § 503(b)(9)? ☒ No ☐ Yes. Indicate the amount of your claim arising from the value of any goods received by the Debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim. \$ \_\_\_\_\_

**Part 3: Sign Below**

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

- ☐ I am the creditor.  
☒ I am the creditor's attorney or authorized agent.  
☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.  
☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 10/26/2018 (mm/dd/yyyy)

Signature

**Print the name of the person who is completing and signing this claim:**

**Name of the person who is completing and signing this claim:**

Name Jill Lambert  
First name Middle name Last name

Title General Manager

Company \_\_\_\_\_  
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address \_\_\_\_\_  
Number Street

City \_\_\_\_\_ State \_\_\_\_\_ ZIP Code \_\_\_\_\_

Contact phone 212-813-3475 Email Jill@getfelix.com



**BILL TO:**  
Eric Wood  
c/o Sears HVAC  
12402 NE Marx St  
Portland, OR 97230

Powered By Felix

**REMIT PAYMENT TO:**  
Felix Calls  
c/o HomeAdvisor  
14023 Dever West Parkway  
Golden CO, 80401  
Attn: Accounts Receivable

**Date** 10/24/2018  
**Payment Due** On Receipt

Date	Description	Billed Calls	Price	Total
August 2018 Invoice 4863315	Qualified Calls-Aug. 1st to 31st	659	\$22.00	\$ 14,498.00
September Invoice 4883723	Qualified Calls-Sept. 1st to 30th	303	\$22.00	\$ 6,666.00
September Invoice 4883809 (Duration Account)	Qualified Calls-Sept. 21st to 26th	6	\$27.00	\$ 162.00
October Invoice- Pending	Qualified Calls- Oct. 1st to 14th	152	\$22.00	\$ 3,344.00
		<b>1120</b>		<b>\$ 24,670.00</b>

Thank you! Please contact us if you have any questions by e-mailing us at support@getfelix.com or by calling us at 1-800-RX-FELIX.

**New Charges:** \$ 24,670.00

**NEW AMOUNT DUE** \$ 24,670.00

**HVACNearYou**

Powered by Felix

Felix/HVACNearYou.com  
c/o HomeAdvisor  
14023 Denver West Parkway  
Golden CO 80401  
Attn: Accounts Receivable

**Bill To**

Todd-Sears HVAC Duration  
Alvested  
c/o Sears HVAC- Duration  
123 rd  
Lebanon, MO 65536

**Invoice #**

4883809

**PO #**

**Date**

09/30/2018

**Payment Due**

On Receipt

Thank you! Please contact us if you have any questions by  
e-mailing us at [support@hvacnearyou.com](mailto:support@hvacnearyou.com) or by calling us at  
1-888-355-4513.

Prior Month Balance	\$0.00
Net Payments Received/Thank You!	\$0.00
Credits/Adjustments	\$0.00
Outstanding Balance	\$0.00
New Charges	\$162.00

<b>Balance Due</b>	<b>\$162.00</b>
--------------------	-----------------

▼ Detach and return payment slip with your check or credit card information.

**HVACNearYou**

Powered by Felix

Payment Due:

On Receipt

**Amount Due**

\$162.00

**Amount Paid**

☐ I am paying by check (payable to HVACNearYou.com).☐ I am paying by Credit Card.

Felix/HVACNearYou.com  
 c/o HomeAdvisor  
 14023 Denver West Parkway  
 Golden CO 80401  
 Attn: Accounts Receivable



Card Number: \_\_\_\_\_

Exp Date: \_\_\_\_\_

Name on Card: \_\_\_\_\_

Signed: \_\_\_\_\_

Powered by Felix

\*billed as FLX\*FELIX CALLS on your  
 credit card statement

Invoice #

4883809

Date

09/30/2018

Date	Description	Qty	Rate	Total
09/30/2018	Qualified Calls	6	\$27.00	\$162.00
09/30/2018	Monthly Maintenance Fee	1	\$0.00	\$0.00

Outstanding Balance

\$0.00

New Charges

\$162.00

Balance Due

\$162.00

**HVACNearYou**

Powered by Felix

Felix/HVACNearYou.com  
c/o HomeAdvisor  
14023 Denver West Parkway  
Golden CO 80401  
Attn: Accounts Receivable

**Bill To**

Todd-Sears HVAC 2 Alvested  
c/o Sears HVAC  
JT Trippett 10055 Regal Row  
Houston, TX 77040

**Invoice #**

4863315

**PO #**

**Date**

08/31/2018

**Payment Due**

On Receipt

Thank you! Please contact us if you have any questions by  
e-mailing us at [support@hvacnearyou.com](mailto:support@hvacnearyou.com) or by calling us at  
1-888-355-4513.

Prior Month Balance	\$41,008.00
Net Payments Received/Thank You!	-\$15,994.00
Credits/Adjustments	\$0.00
Outstanding Balance	\$25,014.00
New Charges	\$14,498.00

**Balance Due** **\$39,512.00**

▼ Detach and return payment slip with your check or credit card information.

**HVACNearYou**

Powered by Felix

Payment Due:

On Receipt

**Amount Due**

\$39,512.00

**Amount Paid**

☐ I am paying by check (payable to HVACNearYou.com).☐ I am paying by Credit Card.

Felix/HVACNearYou.com  
 c/o HomeAdvisor  
 14023 Denver West Parkway  
 Golden CO 80401  
 Attn: Accounts Receivable



Card Number: \_\_\_\_\_

Exp Date: \_\_\_\_\_

Name on Card: \_\_\_\_\_

Signed: \_\_\_\_\_

# HVACNearYou

Powered by Felix

\*billed as FLX\*FELIX CALLS on your  
 credit card statement

**Invoice #**

4863315

**Date**

08/31/2018

Date	Description	Qty	Rate	Total
08/31/2018	Qualified Calls	659	\$22.00	\$14,498.00
08/31/2018	Monthly Maintenance Fee - WAIVED	1	\$0.00	\$0.00

**Outstanding Balance**

\$25,014.00

**New Charges**

\$14,498.00

**Balance Due**

\$39,512.00



**HVACNearYou**

Powered by Felix

Felix/HVACNearYou.com  
c/o HomeAdvisor  
14023 Denver West Parkway  
Golden CO 80401  
Attn: Accounts Receivable

**Bill To**

Todd-Sears HVAC 2 Alvested  
c/o Sears HVAC  
JT Trippett 10055 Regal Row  
Houston, TX 77040

**Invoice #**

4883723

**PO #**

**Date**

09/30/2018

**Payment Due**

On Receipt

Thank you! Please contact us if you have any questions by  
e-mailing us at [support@hvacnearyou.com](mailto:support@hvacnearyou.com) or by calling us at  
1-888-355-4513.

Prior Month Balance \$39,512.00

Net Payments Received/Thank You! -\$25,014.00

Credits/Adjustments \$0.00

Outstanding Balance \$14,498.00

New Charges \$6,666.00

**Balance Due \$21,164.00**

▼ Detach and return payment slip with your check or credit card information.

Payment Due:

On Receipt

**HVACNearYou**

Powered by Felix

**Amount Due**

\$21,164.00

**Amount Paid**

☐ I am paying by check (payable to HVACNearYou.com).☐ I am paying by Credit Card.

Felix/HVACNearYou.com  
 c/o HomeAdvisor  
 14023 Denver West Parkway  
 Golden CO 80401  
 Attn: Accounts Receivable



Card Number: \_\_\_\_\_

Exp Date: \_\_\_\_\_

Name on Card: \_\_\_\_\_

Signed: \_\_\_\_\_

Powered by Felix

\*billed as FLX\*FELIX CALLS on your  
 credit card statement

Invoice #

4883723

Date

09/30/2018

Date	Description	Qty	Rate	Total
09/30/2018	Qualified Calls	303	\$22.00	\$6,666.00
09/30/2018	Monthly Maintenance Fee - WAIVED	1	\$0.00	\$0.00

Outstanding Balance

\$14,498.00

New Charges

\$6,666.00

Balance Due

\$21,164.00

Fill in this information to identify the case (Select only one Debtor per claim form):			
<input checked="" type="checkbox"/> Sears Holdings Corporation (18-23538)	<input type="checkbox"/> MaxServ, Inc. (18-23550)	<input type="checkbox"/> Wally Labs LLC (18-23563)	<input type="checkbox"/> Kmart of Michigan, Inc. (18-23576)
<input type="checkbox"/> Sears, Roebuck and Co. (18-23537)	<input type="checkbox"/> Private Brands, Ltd. (18-23551)	<input type="checkbox"/> Big Beaver of Florida Development, LLC (18-23564)	<input type="checkbox"/> SHC Desert Springs, LLC (18-23577)
<input type="checkbox"/> Kmart Holding Corporation (18-23539)	<input type="checkbox"/> Sears Development Co. (18-23552)	<input type="checkbox"/> California Builder Appliances, Inc. (18-23565)	<input type="checkbox"/> SOE, Inc. (18-23578)
<input type="checkbox"/> Kmart Operations LLC (18-23540)	<input type="checkbox"/> Sears Holdings Management Corporation (18-23553)	<input type="checkbox"/> Florida Builder Appliances, Inc. (18-23566)	<input type="checkbox"/> StarWest, LLC (18-23579)
<input type="checkbox"/> Sears Operations LLC (18-23541)	<input type="checkbox"/> Sears Home & Business Franchises, Inc. (18-23554)	<input type="checkbox"/> KBL Holding Inc. (18-23567)	<input type="checkbox"/> STI Merchandising, Inc. (18-23580)
<input type="checkbox"/> ServiceLive, Inc. (18-23542)	<input type="checkbox"/> Sears Home Improvement Products, Inc. (18-23555)	<input type="checkbox"/> KLC, Inc. (18-23568)	<input type="checkbox"/> Troy Coolidge No. 13, LLC (18-23581)
<input type="checkbox"/> A&E Factory Service, LLC (18-23543)	<input type="checkbox"/> Sears Insurance Services, L.L.C. (18-23556)	<input type="checkbox"/> Sears Protection Company (Florida), L.L.C. (18-23569)	<input type="checkbox"/> BlueLight.com, Inc. (18-23582)
<input type="checkbox"/> A&E Home Delivery, LLC (18-23544)	<input type="checkbox"/> Sears Procurement Services, Inc. (18-23557)	<input type="checkbox"/> Kmart of Washington LLC (18-23570)	<input type="checkbox"/> Sears Brands, L.L.C. (18-23583)
<input type="checkbox"/> A&E Lawn & Garden, LLC (18-23545)	<input type="checkbox"/> Sears Protection Company (18-23558)	<input type="checkbox"/> Kmart Stores of Illinois LLC (18-23571)	<input type="checkbox"/> Sears Buying Services, Inc. (18-23584)
<input type="checkbox"/> A&E Signature Service, LLC (18-23546)	<input type="checkbox"/> Sears Protection Company (PR) Inc. (18-23559)	<input type="checkbox"/> Kmart Stores of Texas LLC (18-23572)	<input type="checkbox"/> Kmart.com LLC (18-23585)
<input type="checkbox"/> FBA Holdings Inc. (18-23547)	<input type="checkbox"/> Sears Roebuck Acceptance Corp. (18-23560)	<input type="checkbox"/> MyGofer LLC (18-23573)	<input type="checkbox"/> Sears Brands Management Corporation (18-23586)
<input type="checkbox"/> Innoval Solutions, Inc. (18-23548)	<input type="checkbox"/> Sears, Roebuck de Puerto Rico, Inc. (18-23561)	<input type="checkbox"/> Sears Brands Business Unit Corporation (18-23574)	
<input type="checkbox"/> Kmart Corporation (18-23549)	<input type="checkbox"/> SYW Relay LLC (18-23562)	<input type="checkbox"/> Sears Holdings Publishing Company, LLC (18-23575)	

## Modified Official Form 410

### Proof of Claim

04/16

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense, other than a claim entitled to administrative priority pursuant to 11 U.S.C. § 503(b)(9). Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

#### Part 1: Identify the Claim

1. Who is the current creditor?	<b>Felix Calls, LLC</b> Name of the current creditor (the person or entity to be paid for this claim)  Other names the creditor used with the debtor _____	
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
3. Where should notices and payments to the creditor be sent?	<b>Where should notices to the creditor be sent?</b>  <b>Jill Labert</b> <b>General Manager</b> <b>Felix Calls LLC</b> <b>158 West 27th Street</b> <b>4th Floor</b> <b>New York, NY 10065</b>  Contact phone <u>212-813-3475</u> Contact email <u>Jill@getfelix.com</u>	<b>Where should payments to the creditor be sent? (if different)</b>  Contact phone _____ Contact email _____
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY	
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____	

**Part 2: Give Information About the Claim as of the Date the Case Was Filed**

6. Do you have any number you use to identify the debtor? ☒ No  
☐ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: \_\_\_\_\_

7. How much is the claim? \$ 309,800.00. Does this amount include interest or other charges?  
☒ No  
☐ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.  
Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).  
Limit disclosing information that is entitled to privacy, such as health care information.

provide leads for homeowners looking for home repair providers

9. Is all or part of the claim secured? ☒ No  
☐ Yes. The claim is secured by a lien on property.

**Nature of property:**

☐ Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.

☐ Motor vehicle

☐ Other. Describe: \_\_\_\_\_

**Basis for perfection:** \_\_\_\_\_

Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)

**Value of property:** \$ \_\_\_\_\_

**Amount of the claim that is secured:** \$ \_\_\_\_\_

**Amount of the claim that is unsecured:** \$ \_\_\_\_\_ (The sum of the secured and unsecured amounts should match the amount in line 7.)

**Amount necessary to cure any default as of the date of the petition:** \$ \_\_\_\_\_

**Annual Interest Rate** (when case was filed) \_\_\_\_\_ %

☐ Fixed

☐ Variable

10. Is this claim based on a lease? ☒ No  
☐ Yes. Amount necessary to cure any default as of the date of the petition. \$ \_\_\_\_\_

11. Is this claim subject to a right of setoff? ☒ No  
☐ Yes. Identify the property: \_\_\_\_\_

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)? ☒ No ☐ Yes. Check one:

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

	Amount entitled to priority
<input type="checkbox"/> Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).	\$ _____
<input type="checkbox"/> Up to \$2,850* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).	\$ _____
<input type="checkbox"/> Wages, salaries, or commissions (up to \$12,850*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).	\$ _____
<input type="checkbox"/> Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).	\$ _____
<input type="checkbox"/> Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).	\$ _____
<input type="checkbox"/> Other. Specify subsection of 11 U.S.C. § 507(a)( ) that applies.	\$ _____

\* Amounts are subject to adjustment on 4/01/19 and every 3 years after that for cases begun on or after the date of adjustment.

13. Is all or part of the claim entitled to administrative priority pursuant to 11 U.S.C. § 503(b)(9)? ☒ No ☐ Yes. Indicate the amount of your claim arising from the value of any goods received by the Debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim. \$ \_\_\_\_\_

**Part 3: Sign Below**

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

- ☐ I am the creditor.  
☒ I am the creditor's attorney or authorized agent.  
☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.  
☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 10/26/2018 (mm/dd/yyyy)

Signature

**Print the name of the person who is completing and signing this claim:**

**Name of the person who is completing and signing this claim:**

Name Jill Lambert  
First name Middle name Last name

Title General Manager

Company \_\_\_\_\_  
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address \_\_\_\_\_  
Number Street

City \_\_\_\_\_ State \_\_\_\_\_ ZIP Code \_\_\_\_\_

Contact phone 212-813-3475 Email Jill@getfelix.com



**BILL TO:**  
Eric Wood  
c/o Sears Appliance  
12402 NE Marx St  
Portland, OR 97230

Powered By Felix

**REMIT PAYMENT TO:**  
Felix Calls  
c/o HomeAdvisor  
14023 Dever West Parkway  
Golden CO, 80401  
Attn: Accounts Receivable

**Date** 10/24/2018  
**Payment Due** On Receipt

Date	Description	Billed Calls	Price	Total
May 2018 Invoice 4767689	Qualified Calls-May 1st to 31st	2170	\$10.00	\$ 21,700.00
July 2018 Invoice 4837399	Qualified Calls-July 1st to 31st	7098	\$10.00	\$ 70,980.00
August 2018 Invoice 4863536	Qualified Calls-Aug. 1st to 31st	7968	\$10.00	\$ 79,680.00
September Invoice 4885302	Qualified Calls-Sept. 1st to 30th	9628	\$10.00	\$ 96,280.00
October Invoice- Pending	Qualified Calls- Oct. 1st to 14th	4116	\$10.00	\$ 41,160.00
		<b>30980</b>		<b>\$ 309,800.00</b>

Thank you! Please contact us if you have any questions by e-mailing us at support@getfelix.com or by calling us at 1-800-RX-FELIX.

**New Charges:** \$ 309,800.00

**NEW AMOUNT DUE** \$ 309,800.00



Felix/ApplianceAppointment.com  
c/o HomeAdvisor  
14023 Denver West Parkway  
Golden CO 80401  
Attn: Accounts Receivable

**Bill To**

Eric Wood  
c/o Sears Appliance  
12402 NE Marx St  
Portland, OR 97230

**Invoice #**

4863536

**PO #**

**Date**

08/31/2018

**Payment Due**

On Receipt

Thank you! Please contact us if you have any questions by e-mailing us at [support@applianceappointment.com](mailto:support@applianceappointment.com) or by calling us at 1-888-321-6002.

Prior Month Balance	\$289,400.00
Net Payments Received/Thank You!	-\$103,350.00
Credits/Adjustments	\$0.00
Outstanding Balance	\$186,050.00
New Charges	\$79,680.00

<b>Balance Due</b>	<b>\$265,730.00</b>
--------------------	---------------------

▼ Detach and return payment slip with your check or credit card information.



Payment Due:

On Receipt

**Amount Due**

\$265,730.00

**Amount Paid**

☐ I am paying by check (payable to  
ApplianceAppointment.com).

☐ I am paying by Credit Card.

Felix/ApplianceAppointment.com  
c/o HomeAdvisor  
14023 Denver West Parkway  
Golden CO 80401  
Attn: Accounts Receivable



Card Number: \_\_\_\_\_

Exp Date: \_\_\_\_\_

Name on Card: \_\_\_\_\_

Signed: \_\_\_\_\_



Powered by Felix

\*billed as FLX\*FELIX CALLS on your  
credit card statement

**Invoice #**

4863536

**Date**

08/31/2018

Date	Description	Qty	Rate	Total
08/31/2018	Qualified Calls	7968	\$10.00	\$79,680.00
08/31/2018	Monthly Maintenance Fee - WAIVED	1	\$0.00	\$0.00

**Outstanding Balance** \$186,050.00

**New Charges** \$79,680.00

**Balance Due** \$265,730.00





Felix/ApplianceAppointment.com  
c/o HomeAdvisor  
14023 Denver West Parkway  
Golden CO 80401  
Attn: Accounts Receivable

**Bill To**

Eric Wood  
c/o Sears Appliance  
12402 NE Marx St  
Portland, OR 97230

**Invoice #**

4885302

**PO #**

**Date**

09/30/2018

**Payment Due**

On Receipt

Thank you! Please contact us if you have any questions by  
e-mailing us at [support@applianceappointment.com](mailto:support@applianceappointment.com) or by  
calling us at 1-888-321-6002.

Prior Month Balance	\$265,730.00
Net Payments Received/Thank You!	-\$93,370.00
Credits/Adjustments	\$0.00
Outstanding Balance	\$172,360.00
New Charges	\$96,280.00

<b>Balance Due</b>	<b>\$268,640.00</b>
--------------------	---------------------

▼ Detach and return payment slip with your check or credit card information.



Payment Due:

On Receipt

**Amount Due**

\$268,640.00

**Amount Paid**

☐ I am paying by check (payable to  
ApplianceAppointment.com).

☐ I am paying by Credit Card.

Felix/ApplianceAppointment.com  
c/o HomeAdvisor  
14023 Denver West Parkway  
Golden CO 80401  
Attn: Accounts Receivable



Card Number: \_\_\_\_\_

Exp Date: \_\_\_\_\_

Name on Card: \_\_\_\_\_

Signed: \_\_\_\_\_



Powered by Felix

\*billed as FLX\*FELIX CALLS on your  
credit card statement

**Invoice #**

4885302

**Date**

09/30/2018

Date	Description	Qty	Rate	Total
09/30/2018	Qualified Calls	9628	\$10.00	\$96,280.00
09/30/2018	Monthly Maintenance Fee - WAIVED	1	\$0.00	\$0.00

**Outstanding Balance** \$172,360.00

**New Charges** \$96,280.00

**Balance Due** \$268,640.00



Felix/ApplianceAppointment.com  
c/o HomeAdvisor  
14023 Denver West Parkway  
Golden CO 80401  
Attn: Accounts Receivable

**Bill To**

Eric Wood  
c/o Sears Appliance  
12402 NE Marx St  
Portland, OR 97230

**Invoice #**

4837399

**PO #**

**Date**

07/31/2018

**Payment Due**

On Receipt

Thank you! Please contact us if you have any questions by  
e-mailing us at [support@applianceappointment.com](mailto:support@applianceappointment.com) or by  
calling us at 1-888-321-6002.

Prior Month Balance	\$301,110.00
Net Payments Received/Thank You!	-\$82,690.00
Credits/Adjustments	\$0.00
Outstanding Balance	\$218,420.00
New Charges	\$70,980.00

**Balance Due**

**\$289,400.00**

▼ Detach and return payment slip with your check or credit card information.



Payment Due:

On Receipt

**Amount Due**

\$289,400.00

**Amount Paid**

☐ I am paying by check (payable to  
ApplianceAppointment.com).

☐ I am paying by Credit Card.

Felix/ApplianceAppointment.com  
c/o HomeAdvisor  
14023 Denver West Parkway  
Golden CO 80401  
Attn: Accounts Receivable



Card Number: \_\_\_\_\_

Exp Date: \_\_\_\_\_

Name on Card: \_\_\_\_\_

Signed: \_\_\_\_\_



Powered by Felix

\*billed as FLX\*FELIX CALLS on your  
credit card statement

**Invoice #**

4837399

**Date**

07/31/2018

Date	Description	Qty	Rate	Total
07/31/2018	Qualified Calls	7098	\$10.00	\$70,980.00
07/31/2018	Monthly Maintenance Fee - WAIVED	1	\$0.00	\$0.00

**Outstanding Balance** \$218,420.00

**New Charges** \$70,980.00

**Balance Due** \$289,400.00



Felix/ApplianceAppointment.com  
c/o HomeAdvisor  
14023 Denver West Parkway  
Golden CO 80401  
Attn: Accounts Receivable

**Bill To**

Eric Wood  
c/o Sears Appliance  
12402 NE Marx St  
Portland, OR 97230

**Invoice #**

4767689

**PO #**

**Date**

05/07/2018

**Payment Due**

On Receipt

Thank you! Please contact us if you have any questions by  
e-mailing us at [support@applianceappointment.com](mailto:support@applianceappointment.com) or by  
calling us at 1-888-321-6002.

Prior Month Balance	\$277,720.00
Net Payments Received/Thank You!	\$0.00
Credits/Adjustments	\$0.00
Outstanding Balance	\$277,720.00
New Charges	\$21,700.00

**Balance Due**

**\$299,420.00**

▼ Detach and return payment slip with your check or credit card information.



Payment Due:

On Receipt

**Amount Due**

\$299,420.00

**Amount Paid**

☐ I am paying by check (payable to  
ApplianceAppointment.com).

☐ I am paying by Credit Card.

Felix/ApplianceAppointment.com  
c/o HomeAdvisor  
14023 Denver West Parkway  
Golden CO 80401  
Attn: Accounts Receivable



Card Number: \_\_\_\_\_

Exp Date: \_\_\_\_\_

Name on Card: \_\_\_\_\_

Signed: \_\_\_\_\_



\*billed as FLX\*FELIX CALLS on your  
credit card statement

**Invoice #** 4767689

**Date** 05/07/2018

Date	Description	Qty	Rate	Total
05/07/2018	Qualified Calls	2170	\$10.00	\$21,700.00
05/07/2018	Monthly Maintenance Fee - WAIVED	1	\$0.00	\$0.00

**Outstanding Balance** \$277,720.00

**New Charges** \$21,700.00

**Balance Due** \$299,420.00